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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

TAMARES LAS VEGAS PROPERTIES, et al.,
Plaintiffs,
vs.
TRAVELERS INDEMNITY COMPANY,
Defendant.

Case No. 2:16-cv-02933-JAD-NJK

ORDER

(Docket Nos. 32, 32, 33, 34)

"Discovery is supposed to proceed with minimal involvement of the Court." *Cardoza v. Bloomin' Brands*, 141 F. Supp. 3d 1137, 1145 (D. Nev. 2015) (citing *F.D.I.C. v. Butcher*, 116 F.R.D. 196, 203 (E.D. Tenn. 1986)).

Pending before the Court are four discovery motions filed by the parties over a period of three days. Dockets No. 31, 32, 33, 34. Further, the parties engaged in a prior discovery motion based upon the inability of counsel to resolve an issue regarding the extension of expert deadlines. *See* Docket No. 26.

The relationship between opposing counsel appears to have completely broken down, and their written correspondence is rife with allegations against each other (as, the Court must assume, is their verbal communication). *See, e.g.*, Docket Nos. 26, 31, 33. Litigants and their counsel should strive to be cooperative, practical, and sensible, and should seek judicial intervention "only in extraordinary situations that implicate truly significant interests." *Cardoza*, 141 F.Supp.3d at 1145 (citing *In re Convergent Techs. Securities Litig.*, 108 F.R.D. 328, 331 (N.D. Cal. 1985)). "Obstructive refusal to make reasonable accommodation . . . not only impairs the civility of our profession and the pleasures of the practice of law, but also needlessly increases litigation expense to clients." *Hauser v. Farrell*, 14 F.3d 1338, 1344 (9th Cir. 1994). The Court urges counsel to pause, take a breath, and try to re-set their relationship.

1 The Court's meet and confer requirement "promote[s] a frank exchange between counsel to resolve
2 issues by agreement or to at least narrow and focus matters in controversy before judicial resolution is
3 sought." *Nevada Power v. Monsanto*, 151 F.R.D. 118, 120 (D.Nev.1993). To meet this obligation, parties
4 must "treat the informal negotiation process as a substitute for, and not simply a formalistic prerequisite
5 to, judicial resolution of discovery disputes." *Id.* This is done when the parties "present to each other the
6 merits of their respective positions with the same candor, specificity, and support during the informal
7 negotiations as during the briefing of discovery motions." *Id.* To ensure that parties comply with these
8 requirements, movants must file certifications that "accurately and specifically convey to the court who,
9 where, how, and when the respective parties attempted to personally resolve the discovery dispute."
10 *ShuffleMaster, Inc. v. Progressive Games, Inc.*, 170 F.R.D. 166, 170 (D. Nev. 1996).¹ Courts may look
11 beyond the certification made to determine whether a sufficient meet-and-confer actually took place. *See*,
12 *e.g.*, *Cardoza*, 141 F. Supp. 3d at 1145.

13 Based on the parties' conduct toward each other, the Court cannot determine that a proper meet and
14 confer occurred. The Court **ORDERS** counsel to continue their meet and confer efforts and, more
15 particularly, to conduct an in-person or telephonic meet-and-confer to further discuss the disputes by 5:00
16 p.m. today, November 3, 2017. In the event counsel resolve any portion of the pending disputes, the parties
17 shall promptly file a notice that they are withdrawing the pending motions, and they may submit renewed
18 briefing on the truly unresolved issues no later than November 13, 2017. In the event counsel do not
19 resolve the dispute regarding the depositions set for next week, any response to the motion to stay
20 depositions, Docket No. 33, must be filed no later than noon on November 6, 2017.

21 IT IS SO ORDERED.

22 Dated: November 3, 2017.

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24 
25 NANCY J. KOPPE
26 UNITED STATES MAGISTRATE JUDGE
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¹ These requirements are now largely codified in the Court's local rules. *See* Local Rule 26-7(c),
Local Rule IA 1-3(f).